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OFFICE  
EXECUTIVE SECRETARY  
December 9, 1999

**RECEIVED**  
ADMINISTRATIVE

DEC 13 1999

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

99-00962  
TN REGULATORY AUTHORITY  
JR

Re: CMRS Interconnection Agreement between  
United Telephone and 360°

Dear Mr. Waddell:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a CMRS Interconnection Agreement between United Telephone-Southeast, Inc. and 360° Communications Company (now ALLTEL).

Also enclosed is a check for the \$25.00 filing fee. Please contact me or Laura Sykora if you have any questions.

Sincerely yours,

*James B Wright*  
James B. Wright

JBW:sm

Enclosures

cc: Laura Sykora  
Mike Buckmaster  
Vincent Williams (w/enclosure)

#18175

Paid  
\$25.00  
CR # 0001618946

BEFORE THE  
TENNESSEE REGULATORY AUTHORITY

In re: Petition for Approval of a )  
CMRS Interconnection Agreement )  
Negotiated by United Telephone- )  
Southeast, Inc. and 360° )  
Communications Company )

Docket No. 99-00962

PETITION

COMES NOW, United Telephone-Southeast, Inc. ("United"), and files this request for approval of a Commercial Mobile Radio Service Interconnection Agreement (the "Agreement") negotiated between United and 360° Communications Company (now ALLTEL Communications, Inc., hereinafter "Carrier") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of this request, United shows the following:

1. United and Carrier have successfully negotiated the Agreement which provides for the continued interconnection of the company's networks, thereby facilitating Carrier's provision of commercial mobile radio service ("CMRS") to residential and business end users. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the Tennessee Regulatory Authority ("TRA") for its consideration and approval.

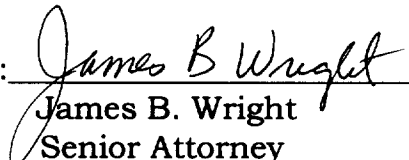
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and Carrier within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement will permit Carrier to receive and provide reciprocal transport and termination benefiting Carrier's cellular customers.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms of the Agreement available to any other requesting CMRS providers.

United requests that the Authority approve the Agreement.

Respectfully submitted,  
United Telephone-Southeast, Inc.

BY:   
James B. Wright  
Senior Attorney  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900  
919/554-7587

This 9th day of December, 1999.



**Commercial Mobile Radio Services (CMRS)  
INTERCONNECTION  
AGREEMENT**

**360° Communications Company**

**and**

**United Telephone- Southeast, Inc.**

<b>PART A – DEFINITIONS .....</b>	<b>1</b>
1.    DEFINED TERMS. ....	1
<b>PART B -- GENERAL TERMS AND CONDITIONS .....</b>	<b>7</b>
1.    SCOPE OF THIS AGREEMENT .....	7
2.    REGULATORY APPROVALS .....	7
3.    TERM AND TERMINATION.....	8
4.    POST TERMINATION INTERIM SERVICE ARRANGEMENTS .....	10
5.    AUDITS AND EXAMINATIONS.....	10
6.    INTELLECTUAL PROPERTY RIGHTS .....	11
7.    LIMITATION OF LIABILITY .....	11
8.    INDEMNIFICATION .....	12
9.    CONFIDENTIALITY AND PUBLICITY .....	13
10.   WARRANTIES.....	14
11.   ASSIGNMENT AND SUBCONTRACT .....	14
12.   GOVERNING LAW .....	15
13.   RELATIONSHIP OF PARTIES .....	15
14.   NO THIRD PARTY BENEFICIARIES.....	15
15.   NOTICES .....	15
16.   WAIVERS.....	16
17.   SURVIVAL.....	16
18.   FORCE MAJEURE.....	16
19.   DISPUTE RESOLUTION PROCEDURES .....	17
20.   COOPERATION ON FRAUD.....	18
21.   TAXES .....	18
22.   AMENDMENTS AND MODIFICATIONS .....	18
23.   SEVERABILITY .....	18
24.   HEADINGS NOT CONTROLLING.....	18
25.   ENTIRE AGREEMENT .....	19
26.   COUNTERPARTS.....	19
27.   SUCCESSORS AND ASSIGNS .....	19
28.   IMPLEMENTATION .....	19
<b>PART C. INTERCONNECTION AND RECIPROCAL COMPENSATION.....</b>	<b>20</b>
1.    INTERCONNECTION.....	20
2.    EXCHANGE OF TRAFFIC .....	22
3.    TYPES OF TRAFFIC AND SERVICES.....	23
4.    COMPENSATION.....	23
5.    CHARGES AND PAYMENT .....	26
6.    BILLING.....	27
<b>PART D - NETWORK MAINTENANCE AND MANAGEMENT .....</b>	<b>29</b>
1.    GENERAL REQUIREMENTS.....	29
2.    RESTORATION OF SERVICE IN THE EVENT OF OUTAGES.....	29
3.    SERVICE PROJECTIONS .....	30
4.    QUALITY OF SERVICE .....	30
5.    INFORMATION.....	31
<b>PART E - ACCESS TO TELEPHONE NUMBERS.....</b>	<b>32</b>
1.    GENERAL REQUIREMENTS – .....	32
<b>ATTACHMENT I – PRICE LIST.....</b>	<b>34</b>
<b>ATTACHMENT II - FACILITIES PERCENTAGE BILLING PERCENTAGE.....</b>	<b>35</b>

## **INTERCONNECTION AGREEMENT**

This Interconnection Agreement (the "Agreement"), is entered into by and between 360° Communications Company ("Carrier"), a Delaware corporation, and United Telephone-Southeast, Inc. ("Sprint"), a Virginia corporation, hereinafter collectively, "the Parties", entered into and effective this 12<sup>th</sup> day of April, 1999 ("Effective Date"), for a term ending November 1, 2000 ("End Date").

**WHEREAS**, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and Carrier; and

**WHEREAS**, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority (the "Commission"); and

**WHEREAS**, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Tennessee;

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows:

### **PART A – DEFINITIONS**

#### **1. DEFINED TERMS.**

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.

- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
  - 1.4.1. Directory Assistance;
  - 1.4.2. 911/E911;
  - 1.4.3. Operator call termination (busy line interrupt and verify); and
  - 1.4.4. Information services requiring special billing. (e.g., 900 and 950)
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.6. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
  - 1.6.1. "End Office Switches" ("EOs") are landline switches from which end user Telephone Exchange Services are directly connected and offered.
  - 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.6.3. "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
  - 1.6.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Collocation" means the right of Carrier to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Carrier obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.
- 1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.9. "Common Transport" means a local interoffice transmission path between the Sprint Tandem Switch and a Sprint End Office switch or between a Sprint End Office switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.10. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC") - means any entity or person authorized to provide local exchange services in competition with an ILEC.

- 1.11. "Dedicated Transport" provides a local interoffice transmission path between Sprint's Central Office and the Carrier's Central Office. Dedicated transport is limited to the use of a single customer.
- 1.12. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.13. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.14. "Electronic Interfaces" - means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.15. "FCC" means the Federal Communications Commission.
- 1.16. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.
- 1.17. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party LEC provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.18. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.19. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.20. "InterMTA Traffic" For purposes of reciprocal compensation under this Agreement, InterMTA traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.
- 1.21. "IntraLATA Toll Traffic" means telecommunications traffic as defined in accordance with Sprint's then-current IntraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.23. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202 This shall not affect Sprint's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. For this purpose, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at

any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.

- 1.24. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).
- 1.25. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.
- 1.26. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services - Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.27. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.28. "Numbering Plan Area" ("NPA"-sometimes referred to as an area code) means the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.29. "NXX," "NXX Code," Or "Central Office Code," Or "Co Code" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the NANP.
- 1.30. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

- 1.31. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.32. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and InterMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.33. "Point Of Interconnection" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code.
- 1.34. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.35. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, and wireless Carriers.
- 1.36. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.37. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.38. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.39. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

- 1.40. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or Carrier, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.41. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.42. "Trunk-Side" - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.43. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

## **PART B -- GENERAL TERMS AND CONDITIONS**

### **1. SCOPE OF THIS AGREEMENT**

- 1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between Carrier and Sprint. If such traffic is Local Traffic, the provisions of this Agreement shall apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 1.2. Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.
- 1.3. Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier reasonable notice, but in no case less than thirty (30) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.4. Sprint will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.
- 1.5. The services and facilities to be provided to Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC but only to the extent that specific terms and conditions governing such services or facilities are not described in the Agreement.

### **2. REGULATORY APPROVALS**

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint

and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly, to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 2.3. Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 2.4. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

### **3. TERM AND TERMINATION**

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if Carrier has any outstanding past due obligations to Sprint, or Sprint has any outstanding past due obligations with Carrier, this Agreement will not be effective until such time as any past due obligations with Sprint or Carrier are paid in full. No order or request for service under this Agreement shall be processed before approval by the Tennessee Regulatory Authority.

- 3.2 For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that Sprint is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.
- 3.3. Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms of this Agreement for a period ending November 1, 2000 ("End Date").
- 3.4. In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide to Sprint written notification appropriate under the Act. If the Parties are actually in arbitration or mediation before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration or mediation request.
- 3.5. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty 60 days after written notice thereof. Default is defined to include:
- 3.5.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- 3.5.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
- 3.6. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.7. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice.

#### **4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS**

- 4.1. In the event that this Agreement expires under §3.3, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §3.5, or for termination upon sale under §3.7, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted at the request of either Party provided that:
- 4.1.1. a new agreement is voluntarily entered into by the Parties; or
  - 4.1.2. service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or
  - 4.1.3. Carrier elects to take service pursuant to the terms and conditions of an existing agreement between Sprint and another carrier for the remaining term of that agreement. If neither §4.1.1 nor §4.1.2 are in effect, and Carrier does not designate an agreement under this subsection, Sprint may designate such an agreement.

#### **5. AUDITS AND EXAMINATIONS**

- 5.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.
- 5.2. Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at

the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.

- 5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5 %) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.
- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Sprint to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses in relation to intellectual property of third parties used in Sprint's network to the extent of Sprint's own use of facilities or equipment (including software) in the provision of service to its end user customers, but not that may be required to enable Carrier to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Carrier to its end user customers.
- 6.2. Following notice of an infringement claim against Sprint based on the use by Carrier of a service or facility, Carrier shall at Carrier's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if Carrier fails to do so, Sprint may charge Carrier for such costs as permitted under a Commission order.

## **7. LIMITATION OF LIABILITY**

- 7.1. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for

loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

## **8. INDEMNIFICATION**

- 8.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful misconduct or omission of the indemnifying Party. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party. Notwithstanding the above, in the case of any loss alleged or damage claim made by a Customer of either Party in connection with the service provided by that Party, and which allegation or claim relates in some way to a service provided under this Agreement, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer which arises out of the negligence or willful misconduct of the indemnifying Party. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 8.2. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnified Party's subscribers for nonpayment.
- 8.3. When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines,

neither Party shall be liable for any act or omission of the other companies or Carriers.

- 8.4. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

## **9. CONFIDENTIALITY AND PUBLICITY**

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of two (2) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

## **10. WARRANTIES**

- 10.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or Employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

## **11. ASSIGNMENT AND SUBCONTRACT**

- 11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

- 11.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

## **12. GOVERNING LAW**

- 12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Tennessee, without regard to its conflicts of laws principles, shall govern.

## **13. RELATIONSHIP OF PARTIES**

- 13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

## **14. NO THIRD PARTY BENEFICIARIES**

- 14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

## **15. NOTICES**

- 15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to Sprint: Director  
Local Carrier Markets  
Sprint  
4220 Shawnee Mission Pkwy  
Fairway, KS 66205

If to Carrier: Staff Manager  
Industry Relations  
ALLTEL Comm., Inc.  
One Allied Drive  
Little Rock, AR 72203

with a           Field Service Manager  
copy to:       Sprint  
                  14111 Capital Blvd.  
                  Wake Forest, NC 27581

Staff Manager - CMRS  
Wholesale Marketing  
One Allied Drive  
Little Rock, AR 72202

- 15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

## **16. WAIVERS**

- 16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 16.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

## **17. SURVIVAL**

- 17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

## **18 FORCE MAJEURE**

- 18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's

obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

## **19. DISPUTE RESOLUTION PROCEDURES**

- 19.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. Upon such a submission, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement, provided, however, that neither Party shall be required to act in any unlawful fashion.
- 19.2. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.
- 19.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 19.4. If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives

pursuant to subsection 19.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

**20. COOPERATION ON FRAUD**

- 20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

**21. TAXES**

- 21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

**22. AMENDMENTS AND MODIFICATIONS**

- 22.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

**23. SEVERABILITY**

- 23.1. Subject to Section 2 - Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**24. HEADINGS NOT CONTROLLING**

- 24.1. The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

**25. ENTIRE AGREEMENT**

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**26. COUNTERPARTS**

26.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

**27. SUCCESSORS AND ASSIGNS**

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

**28. IMPLEMENTATION**

28.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

## PART C. INTERCONNECTION AND RECIPROCAL COMPENSATION

### 1. INTERCONNECTION

- 1.1. Carrier shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. The Parties agree to interconnect at one or more of Sprint's Tandem Switches or to Sprint's End Office Switches. For each LATA in which Carrier wants to establish Interconnection with Sprint, Carrier must establish at least one physical POI in each LATA containing a Sprint wire center with which Carrier and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation.
- 1.3. 1.3. Interconnection
  - 1.3.1. Interconnection mid-span meet arrangements will be made available to Carrier.
  - 1.3.2. 1.3.2. For construction of new facilities, Sprint shall be responsible for provisioning 50 percent of the interconnection facilities or to Sprint's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50 percent of the interconnection facilities or to Sprint's wire center boundary, whichever is greater.
  - 1.3.3. If a mid-span meet arrangement is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and Carrier, the relative use factor will be reduced by the proportionate percentage of route provided by each party. Or, should Carrier prefer, new interconnection facilities may be provisioned via third party facilities or Carrier lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.
  - 1.3.4. If third-party-leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates.
  - 1.3.5. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation between Sprint's facility and Carrier's equipment as long as the end point is within a LATA containing a Sprint wire center.

- 1.4. Interconnection to Sprint is possible with the following types of interconnection:
  - 1.4.1. Type 1 Interconnection. Type 1 interconnection is a trunk connection with line treatment at an end-office or remote switch subtending that end-office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multifrequency (MF) address pulsing and supervision only and will provide Carrier access to the NXX codes served by that individual End Office (or remote), the Tandem on which that End Office (or remote) subtends, and other End Offices subtending that Tandem.
  - 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
  - 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic.
  - 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
  - 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.
- 1.5. Interconnection to a Carrier location within an MTA will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that MTA for local and toll service purposes.
- 1.6. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), separate trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
- 1.7. Sprint agrees to provide Carrier with collocation space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Sprint agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's firm order.

- 1.8. The provisions of this Section shall apply to Sprint's interconnection to Carrier's network for the purpose of routing all the types of traffic.

## **2. EXCHANGE OF TRAFFIC**

- 2.1. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the provision of this Article 2 will apply.
- 2.2. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches if available and necessary.
- 2.3. When traffic is not segregated according to traffic types, the Parties will use a 10 percent InterMTA jurisdictional traffic factor and will develop an interstate jurisdictional traffic factor in order to properly bill traffic.
- 2.4. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 2.5. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.
- 2.6. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multi-frequency signaling.
- 2.7. Where available, Sprint agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
- 2.9. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.
- 2.10. Each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

### 3. TYPES OF TRAFFIC AND SERVICES

- 3.1. The types of traffic to be exchanged pursuant to the terms of this Agreement include: Local Traffic, Transit Traffic, Indirect Traffic and Ancillary Traffic, as defined in Part A of this Agreement.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Sprint will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another incumbent local exchange telecommunications Carrier other than Sprint; (c) IXC's, and (d) other CMRS carriers.
- 3.3. Sprint agrees not to impose restrictions on other traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Sprint and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

### 4. COMPENSATION

- 4.1. Non-Local Traffic:
  - 4.1.1. Compensation for the termination of non-Local traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
  - 4.1.2. Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 10XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Sprint is the designated toll carrier, for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's tariffed rate.
  - 4.1.3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.
- 4.2. Local Traffic. Under this Agreement, Sprint is only required to compensate Alltel

for terminating Local Traffic. The rates set forth on Attachment I shall be used. In the event, the FCC or the Commission do establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission.

#### 4.2.1. Traffic Terminating to Sprint

4.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example a call terminating from Carrier over Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint to Carrier for Direct Transport to the tandem, Tandem Switching, Common Transport to the End Office and End Office switching.

##### 4.2.1.2. Rate Elements.

4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.

##### 4.2.1.2.2. Transport.

4.2.1.2.2.1. Direct Transport rates apply to dedicated transport facilities that Carrier leases from Sprint.

4.2.1.2.2.2. Common Transport rates apply to Carrier traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.

4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem.

4.2.1.2.4. Non-recurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Sprint's Central Offices are subject to a non-recurring charge.

#### 4.2.2. Traffic Terminating to Carrier

- 4.2.2.1. Carrier will bill Sprint the same rates as Sprint charges Carrier for Local Traffic terminating on its network.
  - 4.2.2.1.1. Tandem Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Attachment I for all traffic terminating to Carrier via a tandem interconnection with Sprint.
  - 4.2.2.1.2. End Office Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Attachment I for all traffic terminating to Carrier via an end office interconnection with Sprint.
- 4.3. Indirect Traffic terminating to Sprint. Rate elements that may be charged to Carrier are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charges set forth in Attachment I except where the transiting LEC and Sprint End Office are collocated.
- 4.4. Indirect Traffic terminating to Carrier. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I except where the transiting LEC and Carrier's MSC are collocated.
- 4.5. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when Carrier uses a Sprint access tandem to terminate Local Traffic to a third party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate Local Traffic to a third party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third party LEC or another carrier to which the traffic is transited.
- 4.6. Paging Traffic. Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent Commissions.
- 4.7. Until such time as Sprint has either measurement capabilities or completed traffic studies which allow Sprint to bill actual usage by individual rate element on Local Traffic from Carrier to Sprint, Sprint will bill Carrier a state-specific composite rate for all usage. The composite rate will be developed using the individual rate elements specified in 4.2.1 preceding and as set forth in Attachment I of this agreement. An inventory of the Carrier's trunks by type of interconnection is

obtained to develop a percentage of each interconnection type. The composite rate is developed by applying the applicable rate elements for each interconnection type by the percentage of the said interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each interconnection trunk type is the resulting statewide average composite rate.

- 4.8. Until such time as Carrier has the necessary information and capability to bill Sprint based upon actual traffic, Carrier shall bill Sprint a percentage of the amount billed by Sprint to Carrier using the percentage contained in Attachment II. Once Carrier has such information and capability, Carrier may bill Sprint based on actual minutes of use, multiplied by the appropriate rate using the applicable rate elements, as defined in Attachment I of this agreement.
- 4.9 Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed based on whether the traffic is Local/EAS, IntraLATA Toll, or Switched Access, if applicable.
- 4.10. Interconnection Facilities.

4.10.1 Sprint and Carrier will allocate the cost of interconnection facilities based upon a mobile-to-land traffic volume and a land-to-mobile traffic volume as indicated in Attachment II of this Agreement. This Attachment is based on traffic studies performed by Carrier, and verified by Sprint, over a minimum 90-day period.

4.10.2 If Carrier provides 100% of the interconnection facility via lease of meet-point circuits between Sprint and a third party; or lease of third-party facilities or construction of its own facilities; Carrier may charge Sprint for proportionate amount based on relative usage using the lesser of (1) Sprint's dedicated interconnection rate; (2) its own costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual lease cost of the interconnecting facility.

4.10.3 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other party for such purpose and will be obligated to pay the full cost of such facility.

## **5. CHARGES AND PAYMENT**

- 5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of Part B., Sections 2.2 and 2.3 hereof.

- 5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 5.5. Sprint will not accept any new or amended order for Telecommunications Services Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

## **6. BILLING**

- 6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party LEC providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 6.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third party transit company in order to obtain the originating billing information from the transit company.
- 6.3. When a third party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.

- 6.4. Sprint and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements, where possible, until such time as Carrier develops its own billing system.
- 6.5. No discrete development charges shall be imposed on Carrier or Sprint for the establishment of standard meet point billing arrangements.
- 6.6. Transit Traffic. If the terminating Party requests, and the transiting company does not provide the terminating Party with the originating record in order for the terminating Party to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.
- 6.7. Exchange of Records.
  - 6.7.1. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.
  - 6.7.2. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.
- 6.8. Sprint and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

## **PART D - NETWORK MAINTENANCE AND MANAGEMENT**

### **1. GENERAL REQUIREMENTS**

- 1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 1.2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 1.3. Sprint will process Carrier maintenance requests at Parity.
- 1.4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Parties will provide Network Event notification at Parity.
- 1.5. Notice of Network Change. In accordance with Part B., Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct and timely LERG data and notification are considered parts of this requirement.
- 1.6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.
- 1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to other Party.

### **2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES**

- 2.1. Sprint shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First restoration priority shall be afforded to those network elements and services

affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second restoration priority shall be afforded between Sprint and Carrier in general. Should Sprint be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

2.2. Carrier and Sprint will agree on a process for circuit restoration.

### **3. SERVICE PROJECTIONS**

3.1. Sprint and Carrier will provide a non-binding two-year intercompany forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

3.1.1. Common Language Location Identifier (CLLI-MSG) codes for tandem and end office locations;

3.1.2. Two-Six Codes for each trunk group;

3.1.3. Quantity of trunks in service;

3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a twenty (20) day period (generally a four (4) week period, not to include weekends or holidays) from the previous twelve (12) months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

### **4. QUALITY OF SERVICE**

4.1. Interconnection quality of service shall be at Parity with that provided by Sprint for its own services.

4.2. A blocking standard of one percent during the average busy hour shall be maintained for all local interconnection facilities.

4.3. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

- 4.4. Carrier and Sprint will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

## **5. INFORMATION**

- 5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

## **PART E - ACCESS TO TELEPHONE NUMBERS**

### **1. GENERAL REQUIREMENTS –**

- 1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

**Carrier**

By: J. W. Reynolds

Name: Jeffrey W. Reynolds

Title: Vice President- Wholesale  
Marketing

Date: 10/15/99

**Sprint**

By: William E. Cheek

Name: William E. Cheek

Title: Vice President - Sales and  
Account Management

Date: 10/26/99

# ATTACHMENT I – PRICE LIST

Description	State - TN
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.003022
Tandem Switching Per Minute of Use	\$0.001221
Common Transport per Minute of Use	\$0.001672
<b>TRANSPORT</b>	
Inter-exchange DS1 Direct Transport	See rate schedule
Inter-exchange DS3 Direct Transport	See rate schedule
NRC DS1	\$191.75
NRC DS3	\$220.42
Common Transport per Minute of Use	\$0.001672
Common Transport Remote Factor	0.297081
Common Transport to Remotes per Minute of Use	\$0.004967
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$102.06
NRC DS3	ICB
<b>FEATURES</b>	
Multi-Line Hunt	\$0.23
NRC Multi-Line Hunt	\$21.75
SS7 Signaling per Trunk	Tariff
911 Tandem Port	\$23.89
NRC 911 Tandem Port	\$114.02

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

## ATTACHMENT II - FACILITIES PERCENTAGE BILLING PERCENTAGE

State	Land-Mobile MOU	Mobile-Land MOU
Tennessee	25%	75%

### SPRINT INTRAEXCHANGE INTERCONNECTION RATES

STATE: TENNESSEE

BAND 1	DS1 RATE: \$93.12	BAND 2	DS1 RATE: \$102.97	BAND 3	DS1 RATE: \$113.01
OFFICE	CLLI	OFFICE	CLLI	OFFICE	CLLI

Bristol XAH	BRSTTNXAH	Johnson City XAH	JHCYTNXAH	Elizabethton	ELTNTNXAH
Kingsport XAH	KGPTTNXAH			Johnson City XCH	JHCYTNXCH

BAND 4	DS1 RATE: \$128.96	BAND 5	DS1 RATE: \$144.41	BAND 6	DS1 RATE: \$186.81
OFFICE	CLLI	OFFICE	CLLI	OFFICE	CLLI

Blountville	BUVLTNXAR	Bluff City	BLCYTNXAR	Baileyton	BLTNTNXAR
Bristol XBR	BRSTTNXBR	Erwin	ERWNTNXAR	Butler	BTLRTNXAR
Church Hill	CHHLTNXAR	Sullivan Gardens	SLGRTNXAR	Fall Branch	FLBRTNXAR
Greeneville	GRVLTNXAH			Hampton	HMPNTNXAR
Kingsport XCR	KGPTTNXCR			Jonesboro	JNBOTNXAR
Midway	MDWYTNXAR			Limestone	LMSTTNXAS
				Mosheim	MOSHTNXAR
				Mountain City	MTCYTNXAR
				Roan Mountain	RNMTTNXAR
				Stoney Creek	STCKTNXAR

**Sprint - Tennessee**  
**Interexchange Transport Rate Table**

<b>Originating</b>	<b>Terminating</b>	<b>Dedicated DS1</b>	<b>Dedicated DS3</b>
Baileyton	Greeneville	\$520.14	ICB
Baileyton	Limestone	\$1,011.58	ICB
Baileyton	Mosheim	\$704.31	ICB
Blountivlle	Bluff City	\$261.24	\$5,790.51
Blountivlle	Bristol, TN and Bristol, VA	\$155.47	\$2,895.25
Blountivlle	Church Hill, Mt. Carmel	\$367.01	\$8,685.76
Blountivlle	Fall Branch	\$399.34	\$9,692.86
Blountivlle	Kingsport	\$155.47	\$2,895.25
Blountivlle	Midway (Sullivan County)	\$261.24	\$5,790.51
Blountivlle	Morrison City, VA	\$155.47	\$2,895.25
Blountivlle	Sullivan Gardens	\$399.34	\$9,692.86
Bluff City-Piney Flats	Bristol, TN and Bristol, VA	\$155.47	\$2,895.25
Bluff City-Piney Flats	Church Hill	\$261.24	\$5,790.51
Bluff City-Piney Flats	Fall Branch	\$293.57	\$6,797.60
Bluff City-Piney Flats	Kingsport	\$155.47	\$2,895.25
Bluff City-Piney Flats	Midway (Sullivan County)	\$261.24	\$5,790.51
Bluff City-Piney Flats	Sullivan Gardens	\$293.57	\$6,797.60
Bristol, TN	Church Hill	\$261.24	\$5,790.51
Bristol, TN	Fall Branch	\$293.57	\$6,797.60
Bristol, TN	Kingsport	\$155.47	\$2,895.25
Bristol, TN	Midway (Sullivan Gardens)	\$261.24	\$5,790.51
Bristol, TN	Sullivan Gardens	\$293.57	\$6,797.60
Butler	Elizabethton	\$184.17	\$3,902.35
Butler	Hampton	\$184.17	\$3,902.35
Butler	Roan Mountain	\$1,047.03	ICB
Butler	Stoney Creek	\$368.33	ICB
Church Hill- Mt.Carmel	Fall Branch	\$293.57	\$6,797.60

Church Hill-Mt.Carmel	Kingsport	\$155.47	\$2,895.25
Church Hill-Mt.Carmel	Midway (Sullivan County)	\$367.01	\$8,685.76
Church Hill-Mt.Carmel	Morrison City, VA	\$155.47	\$2,895.25
Church Hill-Mt.Carmel	Sullivan Gardens	\$293.57	\$6,797.60
Elizabethton	Hampton	\$184.17	\$3,902.35
Elizabethton	Roan Mountain	\$1,047.03	ICB
Elizabethton	Stoney Creek	\$184.17	\$12,707.47
Fall Branch	Kingsport	\$184.17	\$3,902.35
Fall Branch	Midway (Sullivan County)	\$399.34	\$9,692.86
Fall Branch	Morrison City, VA	\$184.17	\$3,902.35
Fall Branch	Sullivan Gardens	\$184.17	\$3,902.35
Greeneville	Bulls Gap*	\$1,047.03	ICB
Greeneville	Limestone	\$491.44	\$11,359.24
Greeneville	Mosheim	\$184.17	\$12,707.47
Hampton	Roan Mountain	\$1,047.03	ICB
Hampton	Stoney Creek	\$368.33	ICB
Johnson City Main	Jonesborough-Sulphur Springs	\$184.17	\$3,902.35
Johnson City Main	Limestone	\$184.17	\$3,902.35
Johnson City Main	Midway (Washington County)	\$155.47	\$2,895.25
Johnson City North	Jonesborough-Sulphur Springs	\$293.57	\$6,797.60
Johnson City North	Limestone	\$293.57	\$6,797.60
Johnson City North	Midway (Washington County)	\$155.47	\$2,895.25
Jonesborough-Sulphur Springs	Limestone	\$184.17	\$3,902.35
Jonesborough-Sulphur Springs	Midway (Washington County)	\$399.34	\$9,692.86
Kingsport	Midway (Sullivan County)	\$261.24	\$5,790.51
Kingsport	Sullivan Gardens	\$184.17	\$3,902.35
Limestone	Midway (Washington County)	\$293.57	\$6,797.60
Limestone	Mosheim	\$675.61	ICB
Midway (Sullivan County)	Midway (Washington County)	\$261.24	\$5,790.51
Midway (Sullivan County)	Morrison City, VA	\$261.24	\$5,790.51
Midway (Sullivan County)	Sullivan Gardens	\$399.34	\$9,692.86

County)			
Mosheim	Bulls Gap*	\$1,047.03	ICB
Mountain City	Shady Valley*	\$1,538.47	ICB
Roan Mountain	Stoney Creek	\$1,231.20	ICB